



WASHOE COUNTY

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CM/ACM	<u>KS</u>
Finance	<u>DN</u>
DA	<u>Put</u>
Risk Mgt.	<u>ST</u>
HR	<u>N/A</u>
Other	<u>N/A</u>

STAFF REPORT

BOARD MEETING DATE: October 14, 2014

DATE: September 19, 2014

TO: Board of County Commissioners

FROM: Jennifer Budge, CPRP, Park Planner, Planning and Development
Community Services Department, 325-8094, jbudge@washoecounty.us

THROUGH: William H. Whitney, Division Director, Planning and Development
Community Services Department, 328-3617, bwhitney@washoecounty.us

SUBJECT: Approve Real Property Purchase and Sale Agreement between Washoe County (seller) and Pyramid Urban Achievers, LLC (buyer) [\$60,000] regarding 3.202-acres in Spanish Springs (commonly known as a portion of Sky Ranch Park, APN 534-091-07); authorize Community Services Department Director to act on behalf of Washoe County to execute and deliver any and all instruments and funds, including without limitation, contracts, agreements, amendments, notices, escrow instructions, deeds, as may be necessary or appropriate to accomplish the property sale; direct staff to restore sale proceeds to Parks Capital Fund 404-4415; and authorize Comptroller to make the appropriate budget adjustments. (Commission District 4.)

SUMMARY

Washoe County, through its Community Services Department, owns and operates a 3.202-acre parcel of real property [APN 534-091-07] in Spanish Springs commonly known as a portion of Sky Ranch Park. The Board of County Commissioners (the Board) previously determined that maintenance of the property had become unnecessarily burdensome and it is no longer an appropriate location for a public park due to surrounding uses, and recommended disposition of the property to be in the best interest of the County and its residents.

Washoe County is authorized under NRS 244.2815 to sell, lease or dispose of real property of the County for redevelopment or economic development purposes and prescribes the method to do so. On February 11, 2014, the Board adopted a Resolution to offer the parcel described above and as shown in the attached map exhibit to Pyramid Urban Achievers, LLC for economic development purposes.

This item recommends approval of a Real Property Purchase and Sale Agreement for \$60,000, consistent with the terms previously approved by the Board on March 11, 2014. Compliant with NRS 244.2815, two independent professional real estate appraisals were conducted on the property and were paid for at the buyer's expense.

AGENDA ITEM # 1056

Washoe County Strategic Objective supported by this item: Economic development and diversification.

PREVIOUS ACTION

March 11, 2014 – The Board of County Commissioners (The Board) adopted an Amended Summary of Terms for the Conveyance of Real Property as presented by Pyramid Urban Achievers, LLC regarding 3.202 acres in Spanish Springs (commonly known as a portion of Sky Ranch Park, APN 534-091-07)

February 11, 2014 – The Board adopted a Resolution to offer approximately 3.202 acres (commonly known as a portion of Sky Ranch Park, APN 534-091-07) to Pyramid Urban Achievers, LLC for economic development or redevelopment purposes; and provided additional direction to staff regarding disposition of the property.

February 11, 2014 – The Board approved a Real Property Reconveyance and Sale Agreement [\$760,000] between Washoe County and Pyramid Urban Achievers, LLC for disposition of APN 534-091-06 consisting of approximately 6.377 acres (commonly known as a portion of Sky Ranch Park); authorized Chairman to sign all documents related to sale of property; directed staff to restore sale proceeds to Parks Capital Fund 404-4415; and authorized Finance to make the appropriate budget adjustments.

February 26, 2013 – The Board adopted a Resolution to offer reconveyance of approximately 6.377 acres (commonly known as a portion of Sky Ranch Park) to Pyramid Urban Achievers, LLC (APN 534-091-06).

February 5, 2013 – Washoe County Open Space and Regional Parks Commission recommended to the Board that the proceeds from the sale of Sky Ranch Park stay within Park District 2C to support area parks in Spanish Springs.

December 11, 2012 – The Board directed that Washoe County reconvey, at appraised value in its as-is condition, all property formerly used as a park at the corner of Pyramid and La Posada, presently owned by the County APN-534-091-06 (6.377 acres), which was donated to the County for a park site, all under the following terms and conditions:

- Staff was directed to cause an update of the appraisal of the property completed by Reese Perkins and a second appraisal to be completed by an appraiser selected by the County in the normal rotation of approved appraisers for this parcel. All costs of these appraisals are to be borne by the owner of the option to acquire the park site from the County and with whom the County has been negotiating for over one year.
- Such sale shall be completed in conformance with state law that allows for the return of the property to its former owner. The property is to be offered pursuant to an option to acquire the parcel after a reasonable period of due diligence for a period not less than 120 days nor more than one year. The price for the property shall be an amount which is equal to the average of the two appraisals.
- Staff shall prepare a draft option agreement consistent with these terms and present such agreement for approval by the Board of County Commissioners by February 28, 2013,

save and except for the price and methods of payment. Once the appraisals are complete for the parcel, staff is directed to present a final agreement within 30 days of the delivery of the last appraisal to the County.

- The revenue from the transaction shall go back to parks and staff is directed to negotiate a provision to access APN-534-091-07 over the land of APN 534-091-06 with the assignee seeking to repurchase APN-534-091-06 under NRS 244.290.

May 16, 2007 – Washoe County Open Space and Regional Park Commission approved the Park District 2C Master Plan, which identified Sky Ranch Park as a disposal property.

BACKGROUND

Sky Ranch Park was built by David Frear and the Spring Creek Development Company in 1982 for use as a public park in Spanish Springs. The park consists of two parcels; one was dedicated to Washoe County, and the other purchased by Washoe County for \$100,000. At that time there was minimal commercial and residential development, abundant open space and agricultural areas, and no neighborhood parks in the vicinity. The park filled a tremendous need for the community, providing recreation opportunities to those living in this once “rural” area of unincorporated Washoe County.

The population in Spanish Springs has grown tremendously in the past 30 years, transforming this former “rural” community into a densely-populated area. Washoe County has since constructed four additional parks (Eagle Canyon, Lazy 5, Desert Winds, and Gator Swamp) in Spanish Springs to accommodate this incredible growth and meet the recreational needs of the community. Neighboring City of Sparks also operates over 50 park facilities in the vicinity.

Unfortunately, this tremendous growth has had an adverse impact on the users at Sky Ranch Park. The park is located on the corner of La Posada Drive and Pyramid Way (see Map Exhibit), which are both heavily traveled roads. The park was primarily used for youth sports, which is not compatible with this busy intersection. In addition, with numerous budget reductions, the Department no longer has the staff and financial resources to maintain the property.

Washoe County is authorized under NRS 244.2815 to sell, lease or dispose of real property of the County for redevelopment or economic development purposes and prescribes the method to do so. Compliant with NRS, the Board adopted a Resolution on February 11, 2014 offering the parcel described above and as shown in the attached map exhibit to Pyramid Urban Achievers, LLC for economic development purposes. Two independent professional certified real estate appraisals were conducted by Anthony J. Wren, MAI, SRA and Mark Warren, MAI. The sale price was previously determined and approved by the Board in a term sheet presented by the buyer on March 11, 2014.

Per terms of the agreement, a due diligence period for the buyer to pursue a Master Plan Amendment and rezoning of the property at their expense is included, with escrow closing on or before May 1, 2016. In the Reconveyance Agreement previously approved by the Board, the buyer is responsible for reimbursing Washoe County for monthly maintenance of the park until the property sale is finalized.

This parcel was originally purchased by Washoe County for \$100,000 using Park District 2C Residential Construction Tax. Since the park was constructed, the Spanish Springs flood control channel was built through a portion of the park, limiting the remaining useable space on this particular parcel.

FISCAL IMPACT

Washoe County has invested \$918,717 from Residential Construction Tax into Sky Ranch Park from Park District 2C. The two required appraisals for reconveyance were paid for directly and entirely by the buyer, Pyramid Urban Achievers, LLC.

Realty transaction costs are outlined in the final agreement. No domestic or effluent water rights will be sold as part of that agreement. The purchase price was determined by a term sheet adopted by the Board, two professional real estate appraisals, and the property sale is based on, and will be sold on, an as is, where is basis. All closing costs, and other expenses associated with due diligence are to be paid for directly and entirely by the buyer as outlined in the agreement.

In accordance with NRS 244.282(8), the total sale proceeds will be deposited into the County's general fund, account 199999-485191 (County Property Sales) and then restored via a journal entry to the Parks Capital Fund 404-4415, Park District 2C (cost center 900280). The restored funds will be utilized within Park District 2C (Spanish Springs) for neighborhood park improvements compliant with NRS and the County's adopted Park District 2C Master Plan.

Account transactions are as follows:

Increase Revenue 199999-485191	General Fund-County Property Sales	\$60,000
Increase Expense 900280-710585	Parks Capital Fund Undesignated Expense	\$60,000
Increase Transfer Out 199999-814090	General Fund-Cash Transfer Out	\$60,000
Increase Transfer In 900280-621001	Parks Capital Fund Transfer In-Cash 4415	\$60,000

The buyer is currently responsible for fully reimbursing Washoe County for maintenance costs associated with the park, as outlined in the Reconveyance Agreement previously approved by the Board on February 11, 2014.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve Real Property Purchase and Sale Agreement between Washoe County (seller) and Pyramid Urban Achievers, LLC (buyer) [\$60,000] regarding 3.202-acres in Spanish Springs (commonly known as a portion of Sky Ranch Park, APN 534-091-07); authorize Community Services Department Director to act on behalf of Washoe County to execute and deliver any and all instruments and funds, including without limitation, contracts, agreements, amendments, notices, escrow instructions, deeds, as may be necessary or appropriate to accomplish the property sale; direct staff to restore sale proceeds to Parks Capital Fund 404-4415; and authorize Comptroller to make the appropriate budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to Approve Real Property Purchase and Sale Agreement between Washoe County (seller) and Pyramid Urban Achievers, LLC (buyer) [\$60,000] regarding 3.202-acres in Spanish Springs (commonly known as a portion of Sky Ranch Park, APN 534-091-07); authorize Community Services Department Director to act on behalf of Washoe County to execute and deliver any and all instruments and funds, including without limitation, contracts, agreements, amendments, notices, escrow instructions, deeds, as may be necessary or appropriate to accomplish the property sale; direct staff to restore sale proceeds to Parks Capital Fund 404-4415; and authorize Comptroller to make the appropriate budget adjustments.”

REAL PROPERTY PURCHASE AND SALE AGREEMENT

October 14, 2014
Effective Date

THIS AGREEMENT is by and between:

Seller	Washoe County, a political subdivision of the state of Nevada c/o Community Services Department Attn: David M. Solaro, Director P.O. Box 11130 Reno, NV 89520
Buyer	Pyramid Urban Achievers LLC, a Nevada limited liability company Attn: Paddy Egan, Manager 753 Riverside Drive Reno, NV 89503

RECITALS:

Seller owns certain real property described in the records of the Washoe County Assessor as APN 534-091-07, approximately 3.202-acres as described in Exhibit A, attached hereto and incorporated by reference, and desires to sell it to Buyer ("Parcel 1"). This parcel may be referred to hereinafter as the "Property"; and

In accordance with NRS 244.2815, the Board of County Commissioners (Seller) is authorized to sell, lease or otherwise dispose of real property for the purposes of redevelopment or economic development without first offering the real property to the public and for less than fair market value of the real property; and

On February 11, 2014, the Board of County Commissioners met in a duly noticed meeting and formally adopted a resolution stating the determination that maintenance of the Property was unnecessarily burdensome to the County and that disposal of the Property would be in the best interest of the County and its citizens and determined to sell the Property for redevelopment or economic development without offering the Property to the public for terms established by the Board of County Commissioners as provided in Exhibit B; and

On October 14, 2014, the Seller approved this Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions hereinafter set forth, the parties agree as follows:

Art. 1. SCHEDULE OF KEY TERMS AND INFORMATION

[References in brackets are to sections in this Agreement]

§1.01 Appointments and Designations.

Authorized Agent for Seller [¶7.11.D]	David M.Solaro, Director Washoe County Community Services Department
Authorized Agent for Buyer [¶7.11.D]	Paddy Egan, Manager
Escrow Agent [§3.05]	Ticor Title of Reno Rabecca Rich
Additional Notices to Seller: [§7.04]	Washoe County District Attorney's Office One South Sierra Street P.O. Box 30083 Reno, Nevada 89520-3083 ATTN: Leslie Admirand, Esq.
Additional Notices to Buyer [§7.04]	None.
[¶3.02.E]Real Estate Agents	None.

§1.02 Property Information

Real Property	Described in Exhibit A and other interests described in §1.06 "Property" below.
Street Address	8900 La Posada Drive Sparks, Nevada 89436
APN	534-091-07, Totaling approximately 3.202-acres
Water Rights	None included.

Personal Property	All personal property remaining on the Property upon delivery of possession.
Appurtenances to be assigned [¶3.09.F]	All appurtenances remaining upon delivery of possession.
Contract Rights to be assigned [¶3.09.F]	None.
Tenants [§§4.01 – 4.04]	None.
Security Deposits [§4.05]	None.
Title & Title Insurance [¶3.09.A]	Fee simple absolute to be conveyed by Grant Bargain and Sale Deed; ALTA Insurance Policy.
Permitted Exceptions to Title [¶3.09.A]	<p>Exceptions:</p> <ol style="list-style-type: none"> 1 (Taxes must be paid current) 2 (Facts, Rights, Interests, or claims not shown by Public Record) 3 (Easements not shown by Public Record) 4 (Encroachment, Encumbrance, Violation, Variation or Adverse Circumstance not shown by Public Record) 5 (Unatented Mining Claims, Reservations, Water Rights) 6 (Lien or Right to Lien not shown by Public Record) 7 (Property Taxes) 8 (Property Taxes) 9 (Sewer must be paid current) 10 (Garbage must be paid current) 11 (Orr Ditch Rights of Way) 12 (U.S. Patent) 13 (Easement) 14 (Easement) 15 (Waiver of Claim for Damage to Land by Deed) 16 (Easement) 17 (Easement) 18 (Easement) 19 (Easement) 20 (CC&Rs) 21 (Easement) 22 (Easement)

	23 (Ordinance) 24 (Easement) 25 (Easement) 26 (Reservations or Easement of Road Abandonment) 27 (Reservations or Easement of Road Abandonment) 28 (Unrecorded Lease) of Title Commitment
Buyer's Intended Use [§3.04; §3.09]	Commercial and/or all such other authorized uses.

§1.03 Price and Payment

Final Price [¶3.02.A]	\$60,000	
Possible holdbacks or credits [¶3.02.B]	None.	
Liens assumed [¶3.02.C]	None.	
Allocation of Closing Costs [¶3.02.D]	Title Report	Paid by Buyer.
	Title Insurance	See ¶3.09.A.3
	Survey	Paid by Buyer.
	Building Inspection	None required.
	Appraisals and reviews	Buyer paid outside escrow.
	Pest Inspection	None required.
	Soils Analysis	None required.
	Environmental Assessments	None.
	Transfer Tax	Paid by Buyer.
	Property Taxes	See ¶3.02.D.2
	Sewer/Water Fees	Paid by Seller.
	Rents	None.
	Security Deposits	None.
	Advance utility payments	None.
	Association Fees, Common Area Maintenance Fees	None.
	Operating Expenses	None.
	Escrow Agent Fees	Buyer pays 100%.

	Recording Fees	Buyer pays 100 %.
[¶3.02.E] Real Estate Agents	None.	
Payment [¶3.02.F]	Payment shall be made by wire transfer into escrow as provided in the Escrow Instructions.	

§1.04 Schedule

Appraisal Inspection Dates	May 27 2014; July 24, 2014
Final Approval Date	October 14, 2014
Escrow Opens [§3.05]	No later than two (2) weeks after Final Approval Date
Document Delivery Deadline [¶3.07.A]	Upon Opening of escrow.
Due Diligence Deadline; Notice to Proceed [¶3.07.D]	Not later than May 1, 2016
Preclosing Deadline [§3.11]	Five (5) days after Purchase Price funds have been deposited in escrow.
Closing Deadline [§3.12]	May 1, 2016.
Delivery of possession deadline [¶3.14.A]	Date of recordation of deed.
Automatic Termination Date [§3.15]	May 1, 2016.

§1.05 Due Diligence Documents

Documents to be provided by Seller [§3.07.A]	None.
Documents to be provided by Buyer	Notice to Proceed.
ALTA Survey [§3.09.B]	Surveyor to be determined by agreement of the parties.

§1.06 Definitions. For purposes of this Agreement, the following words have the following meanings.

Property means all the real property described above and in Exhibit A, **BUT EXCLUDING** all domestic and effluent water rights.

Art. 2. SPECIAL TERMS AND CONDITIONS
None

Art. 3. AGREEMENT TO PURCHASE AND SELL

§3.01 General. Seller agrees to sell and Buyer agrees to purchase the Property described above, subject to the terms and conditions in this Agreement.

§3.02 Price; Payment of Price: Seller agrees to sell and Buyer agrees to buy the Property for the purchase price as follows.

¶3.02.A Final Price. The Final Price shall be as stated in §1.03 above, payable in US Dollars.

¶3.02.B Credits, Holdbacks and Adjustments. None.

¶3.02.C Liens Assumed. Buyer will assume no obligations nor take the Property subject to any liens requiring the payment of money.

¶3.02.D Allocation of Closing Costs; Apportionment of certain payments.

1. Buyer agrees to pay all closing costs and expenses as provided in §1.03 above.
2. Buyer agrees to pay all property taxes upon Closing Date.
3. With respect to those expenses to be prorated on a daily basis, the total amount of expense paid or to be paid shall be converted to a daily rate and apportioned as of the Closing Date.

¶3.02.E Payment of real estate commissions. Except as disclosed in §1.01 above, Seller represents to Buyer that there are no real estate or brokerage commissions payable in connection

with this sale to any party claiming through Seller or arising out of the actions of Seller. Except as disclosed in §1.01 above, Buyer represents to Seller that there are no real estate or brokerage commissions payable in connection with this sale to any party claiming through Buyer or arising out of actions of Buyer. Each party shall indemnify and hold the other harmless from all costs, claims, damages, or liability of any kind in connection with the breach of this representation. The representations and indemnities in this paragraph shall survive the closing or earlier termination of this Agreement.

¶3.02.F Payment of Purchase Price. Buyer agrees to pay the purchase price and the expenses in the manner provided in §1.03.

§3.03 Seller's Conditions Precedent. In addition to any other conditions stated herein, Seller's obligation to sell the Property is conditioned on the accomplishment of the following requirements to the satisfaction of Seller:

- (i) In its legislative discretion, the Board of County Commissioners of Washoe County must have approved this Agreement, authorized the sale of the Property and made the determinations and findings required by Nevada law.
- (ii) All of the documents and other items required to be delivered by Buyer to Seller under this Agreement must have been delivered in form and substance reasonably satisfactory to Seller;
- (iii) Buyer must have complied with, fulfilled and performed, in all material respects, each of the covenants, terms, and conditions hereunder to the reasonable satisfaction of Seller
- (iv) Buyer must have paid the purchase price and the expenses as provided herein;
- (v) All of the representations and warranties made by Buyer in this Agreement and in any closing certificate must be true in all material respects as of Closing Date.

Seller may waive any of the foregoing conditions or may close the sale without waiving a condition and seek remedies for breach as provided in §6.04

§3.04 Buyer's Conditions Precedent. Buyer's obligation to purchase the Property is conditioned on the accomplishment of the following requirements to Buyer's satisfaction:

- (i) Buyer, in its sole discretion, must be satisfied as to the status of title to and condition of and suitability of the Property for its intended use including,

without limitation, the fulfillment of all the requirements and conditions stated in this Agreement, including those requirements in §§3.07, 3.08 and 3.09;

- (ii) Seller must have performed all of its requirements under this Agreement;
- (iii) All of Seller's representations and warranties must remain true and complete as of Closing;
- (iv) Seller must have delivered into escrow all deeds and supporting documentation necessary to convey complete, marketable and insurable title to all real and personal property being purchased hereunder.

Buyer may waive any of the foregoing conditions or may close the sale without waiving a condition and seek remedies for breach as provided in §6.03.

§3.05 Opening of Escrow; Escrow Instructions. Buyer and Seller hereby appoint the title company designated in §1.01 as Escrow Agent and shall execute Escrow Instructions substantially in the form and content as set forth in Exhibit C and open escrow not later than the date indicated in §1.04. Either party or a lender may provide supplemental escrow instructions. If there is a conflict between an escrow instruction and any provision in this Agreement, this Agreement shall control unless the escrow instructions are signed by both parties, in which case, the conflicting provisions in the escrow instructions shall be deemed to be a modification to this Agreement.

§3.06 Operation and maintenance of Property before Closing.

From the Effective Date of this Agreement until Closing:

¶3.06.A Property Management, Personal Property, and Grading.

1. Until Buyer exercises its rights under the license granted in subparagraph 2 below, Seller shall manage the Property in accordance with Seller's established practices including making of ordinary repairs and replacements and will not otherwise unreasonably defer any maintenance on the Property.

2. Following the effective date of this Agreement and ending when this agreement is rescinded, terminated, or the sale closes, Seller hereby grants to Buyer a revocable license as follows:

- (i) Subject to the following terms and conditions, Buyer may enter upon the land,

remove and keep all personal property and improvements and clear, grub and rough grade the Property in a manner to make it suitable for development as a shopping center.

(ii) Prior to entering on the land, Buyer shall obtain approval by Seller of the plans, specifications, drawings for the clearing, grubbing and rough grading of the land. The plans and specifications must not provide for the export of unreasonable amounts of fill.

(iii) Prior to entering upon the land, Buyer shall obtain Seller's approval of all contracts for the clearing, grubbing and grading of the land. A performance and payment bond in form and content satisfactory to Seller shall be delivered to Seller for the full amount of the contract.

(iv) Prior to entering upon the land, Buyer shall provide proof of insurance to Seller indicating that Buyer has at least one million dollars (\$1,000,000) in general liability insurance coverage, and shall provide to Seller an endorsement naming Seller as an additional insured.

(v) Prior to entering upon the land, Buyer must obtain all necessary permits and licenses as required to conduct work on the property. One copy of all permits and plans should be provided to Seller prior to conducting work. Buyer shall provide written notice to Seller prior to conducting work.

(vi) If Buyer conducts work on the property, Buyer shall maintain the property in a safe and secure manner and install such safety measures, including but not limited to fencing of the property, as deemed necessary by Seller. Property must be signed as closed to the public should such work occur. All contractors, subcontractors and individuals conducting work on behalf of the Buyer shall obtain the appropriate insurance as deemed necessary by Seller and Washoe County shall be named as an added insured prior to conducting work. Buyer shall provide written notice to Seller prior to conducting work on the Property.

(vii) If work has commenced and Buyer does not purchase the property, the clearing, grubbing and rough grading of the property shall be completed in accordance with the approved plans, specifications, drawings and contract and all such improvements become property of the Seller and Buyer shall bear the risk of loss and not have any right to payment.

(viii) If work is commenced, Buyer shall hold Seller harmless, defend and indemnify Seller against all costs, claims and liability arising out of or in any way connected with any act, error or omission of Buyer or its contractors in the performance of the work. **"Costs, Claims and Liability"** means all (i) third party claims, actions, damages, losses,

judgments, injuries, settlements, including those related to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (including the loss of use resulting therefrom) and other economic damages and (ii) reasonable costs (including salaries of employees) and expenses associated with investigation, discovery and litigation of any claim or liability, including attorney's fees, including those paid to settle the case. "**An act, error or omission**" includes acts, errors or omissions that constitute negligence or willful tortious conduct as determined by a court of competent jurisdiction under applicable law, and further includes breaches of this agreement and/or violations of law.

¶3.06.B Reserved. Deleted.

¶3.06.C Alterations. Except for removal of personal property pursuant to ¶3.06.A, Seller shall not materially alter any improvement on or portion of the Property from and after the date it was inspected by the appraiser who established its value pursuant to NRS 244.275 (the "Appraisal Inspection Date"), except for emergency repairs, regular upkeep and maintenance, or alterations necessary to protect life, safety or health of occupants or licensees or adjoining property owners.

¶3.06.D Insurance. Seller is self-insured.

¶3.06.E Compliance with Laws. With respect to the management of the Property and its general operations, Seller shall comply with all laws.

§3.07 Delivery of Documents; Due Diligence; objections; Notice to Proceed.

¶3.07.A Document Delivery Deadline. Seller shall deliver or cause to be delivered to Buyer not later than the "Document Delivery Deadline" all documents indicated in §1.05 above and as otherwise required herein. If any such document comes into existence or becomes available after the Document Delivery Deadline, Seller shall immediately deliver such document to Buyer and offer to extend the Due Diligence Deadline to give Buyer a reasonable opportunity to examine and document and raise objections.

¶3.07.B Inspections. Buyer has completed all preliminary inspections, but may complete such inspections as it may require during the Due Diligence Period.

¶3.07.C Objections, questions. Seller and Buyer shall meet and confer during the due diligence process and shall, to the extent practical, attempt to work out remedies for objections and requirements .

¶3.07.D Due Diligence Deadline; Notice to Proceed. Prior to the Due Diligence Deadline specified in §1.04, Buyer shall complete its due diligence and provide to Seller a Notice to Proceed if Buyer determines, in its sole and absolute discretion, that as of the date of the notice, that conditions listed in §3.04 (i) through (iii) have been met, waived or released and Buyer is ready to proceed to Preclosing.

¶3.07.E. Automatic rescission. If Buyer does not timely give Seller the Buyer's Notice to Proceed for any reason, this Agreement shall automatically be deemed rescinded under §6.02 except that any fees or expenses are then due and payable to Escrow Agent shall be paid by Buyer.

¶3.07.F Subsequent Actions, Disclosures. If, however, after the Buyer's Notice to Proceed is given and Seller subsequently makes a correction, amendment to any representation or warranty or any disclosure regarding the title or condition of the property, or delivers any document required to be delivered to Buyer, Buyer shall have ten (10) days to consider the information provided and may rescind the Notice to Proceed.

¶3.07.G Seller Rescission Due to Condition of Title or Property If a there is a defect in title or condition of the Property that (i) cannot be remedied by the Closing Deadline or (ii) would require spending more than twenty-five percent (25%) of the Base Price, excluding the work described in ¶3.06.A, Seller shall inform Buyer and may rescind this Agreement but only after providing notice an opportunity to cure as provided in §6.01, and negotiating in good faith toward a remedy that would allow the sale to proceed.

§3.08 Seller's Representations and Warranties; Changes. The Representations and Warranties included in Exhibit D are incorporated herein as if set forth in full and are a part of this Agreement. If, prior to Closing, there occurs a change in the condition of title or the Property or any matter addressed in the Representations and Warranties, Seller shall immediately notify Buyer as to the change, and to offer to extend the deadlines herein to give Buyer a reasonable opportunity to evaluate the change. The Representations and Warranties survive the termination of this Agreement but only with respect to circumstances and conditions that existed on Closing.

§3.09 Title and Property Requirements

¶3.09.A Title and Title Insurance.

1. Title to be Delivered. Upon closing, Seller shall deliver marketable, insurable and complete title in fee simple absolute (unless otherwise agreed in §1.02) to Buyer

free of all encumbrances, liens, conditions, reversionary rights or other exceptions to or defects in title except those permitted exceptions agreed upon in §1.02 of this Agreement or the Escrow Instructions. This provision survives closing and does not merge with the Deed.

2. Title Commitment. Upon execution of Agreement, Seller will obtain a title insurance commitment..

3. Title Insurance. Seller shall cause Escrow Agent to provide to Buyer the title insurance in the amount of the purchase price as indicated in the Escrow Instructions or supplemental escrow instructions. Unless otherwise specified, Seller shall pay the premium for an ALTA Insurance Policy with endorsements required by Buyer.

¶3.09.B Survey. A survey is to be conducted by a mutually agreed upon surveyor, paid for by Buyer.

¶3.09.C Inspections and Investigations. Buyer has completed all preliminary inspections and investigations, but may complete such inspections and investigations as it may require during the Due Diligence Period.

¶3.09.D Appraisals. Appraisals are complete and have been deemed satisfactory to Buyer and Seller. Should issues arise or if there is a requirement by law, a review may be conducted by an independent appraiser.

¶3.09.E Zoning and Building Permits. Buyer takes the Property AS IS, WHERE IS, with respect to zoning and building code status and assumes the risk whether or not the Property can be rezoned and permitted to meet the intended use. However, Seller, upon request of Buyer, shall provide a copy of all special use permits, conditional map approvals, planned development handbooks, development agreements, and correspondence with the zoning authority regarding permitted uses of the land and/or regulatory restrictions. Seller shall also provide a copy of all certificates of occupancy, building permits, agreements and decisions relating any improvements. Seller shall also provide any notices of violations or other documents relating to noncompliance with zoning or building codes.

¶3.09.F Entire Premises; Third Party Agreements. Seller shall assign or convey to Buyer all rights and documents held by Seller that were either used in establishing the value of the Property or would be necessary to the operation of the Property for its intended use, including, but not limited to, all easements, licenses, covenants agreements, choses in action, judgments, and other interests in land that are appurtenant to the Property, or are in gross to Seller but beneficial to the Property; Excluding all domestic or effluent water rights or

agreements. If consent is required by a third party, Buyer agrees to use reasonable efforts to obtain such consent. Seller shall also provide statements as to the status of such rights and documents.

¶3.09.G Access to Property, Walkthrough Inspections; Buyer Indemnifications.

1. Seller shall grant access to the Property to Buyer and all contractors of Buyer at any reasonable time and upon reasonable notice and Buyer agrees not to unreasonably interfere with the operations of the Property. Buyer may request a walk through inspection at any time before Closing.

2. Buyer shall indemnify Seller and hold Seller harmless from all costs, claims or liability of any kind resulting from all acts or omissions of Buyer, its contractors, agents and employees relating to access to the Property during inspections or any actions taken pursuant to Paragraph 3.06.A. This provision shall survive the termination of this Agreement.

¶3.09.H Suitability of Property. Buyer is satisfied that Property is suitable for Buyer's intended purpose.

¶3.09.I Closing Certificate. Buyer may require Seller to provide a closing certificate indicating the truth and completeness of all representations and warranties and providing updated information about the Property as of the Closing.

¶3.09.J Condition of Property at Closing

1. Except as otherwise provided herein, Seller shall deliver the Property in substantially the same condition it was as on the Appraisal Inspection Date, and in accordance with the representations and warranties.

§3.10 Risk of Loss; Condemnation, damage or destruction.

¶3.10.A Eminent Domain.

1. If proceedings under power of eminent domain are commenced before the Closing Deadline to take any portion of the Property, Seller shall promptly inform Buyer and Buyer may rescind this Agreement in accordance with ¶6.02.A at any time before Closing.

2. If Buyer chooses to go forward with the acquisition, unless otherwise agreed, Buyer may appear in any eminent domain proceedings and the parties shall proceed to

closing upon the original terms stated herein and Buyer shall be paid all eminent domain proceeds, except relocation benefits.

¶3.10.B Property Damage or Destruction.

Buyer intends to demolish and remove all improvements and personal property and therefore shall bear the risk of loss or damage by casualty (including but not limited to fire, earthquake, landslide, flood and explosion to the Property until Closing.

¶3.10.C Forfeiture. If at any time before Closing an action is commenced to take all or a portion of the Property by forfeiture, Buyer may rescind this Agreement.

¶3.10.D To the extent that the above provisions are inconsistent with the Uniform Vendor and Purchaser Act (NRS 113.030 – 113.050), they are intended to replace the provisions of the Act.

§3.11 Preclosing. Not later than close of business of Escrow Agent on the Preclosing Deadline specified above: (i) Buyer and Seller shall have duly executed and delivered to each other or to the Escrow Agent all the documents listed in the Escrow Instructions or otherwise required or contemplated by this Agreement, including closing certificates and counsel opinions, and each receiving party shall have reviewed and approved the document; (ii) all documents necessary to accomplish any financing of the sale shall have been delivered and approved by the parties; (iii) Escrow Agent shall prepare and deliver to both parties a settlement statement indicating funds received or to be received and allocating such funds to payments to the parties, taxes, assessments, closing expenses, and both parties must approve the settlement statement; and (iv) Seller shall have delivered all documents or agreements required by the Escrow Agent to insure title to extent requested by Buyer; (v) Escrow Agent shall be irrevocably committed to issue or cause to be issued the title insurance required by Buyer and Lender; and the parties shall have inspected all documents presented to them and determined their suitability. At preclosing, the parties shall instruct the Escrow Agent whether or not to close the escrow. If preclosing is not accomplished, the foregoing actions shall be accomplished at closing.

§3.12 Closing

¶3.12.A Closing Conditions. Escrow shall not close until all conditions and provisions stated in §3.03 shall have been met, waived or reserved to Seller's satisfaction and in §3.04 shall have been met, waived, or reserved to the Buyer's satisfaction, and all preclosing requirements in §3.11 shall have occurred.

¶3.12.B Closing. Closing shall occur on the Closing Deadline or other date agreed upon by the parties or appropriate under the circumstances. Closing shall occur at the offices of Escrow Agent. When that all conditions of closing have been met: (i) Buyer and Seller shall execute and deliver Escrow Agent all documents listed in the Escrow Instructions or otherwise required to complete the intents and purposes of this Agreement, (ii) Buyer and Seller shall deliver into escrow in collected funds the purchase price and all funds necessary to close the sale; (iii) the Escrow Agent shall record and distribute all documents as provided in the Escrow Instructions; and (iv) Escrow Agent shall disburse all funds as provided in the Escrow Instructions and settlement statements approved by both parties. When all the foregoing events have been completed, "Closing" shall have occurred.

§ 3.13 Delays in escrow; failure to close.

¶3.13.A Escrow Agent Delays. Provided that Buyer and Seller shall have accomplished all that has been required of them as indicated in this Agreement, a delay in the settlement or closing caused by Escrow Agent or factors beyond the control of Escrow Agent shall not be considered as a default by Buyer or Seller, and the Closing Deadline shall automatically be extended for a reasonable period of time not to exceed 30 days to close. If escrow does not close within 30 days from Closing Date through no fault of either Seller or Buyer, this agreement shall be deemed automatically rescinded.

¶3.13.B Failure to Close. Except as provided next above, if closing does not occur by the Closing Deadline due to the default, actions or inactions of Buyer, Seller may either rescind this agreement under §6.02, or terminate under §6.04.

§3.14 Delivery of Property on closing; title and condition requirements.

¶3.14.A Delivery of Possession. Upon closing, Seller shall deliver possession of the Property on the "Delivery of Possession Date" indicated above together with all keys, codes, and documents necessary for Buyer to obtain and permanently enjoy full exclusive possession and title to the Property.

¶3.14.B Removal of Personal Property. Unless otherwise agreed, all personal property left on the Property on the Delivery of Possession Date shall be presumed to be part of the sale, and title shall pass to Buyer.

§3.15 Absolute Deadline; Automatic Termination. Notwithstanding any other provision in this Agreement, if escrow does not close and if Property is not delivered by the "Automatic Termination Date" specified in §1.04 above, for any reason, this Agreement

automatically terminates under ¶6.02.B. The parties may agree to extend the Automatic Termination Date.

Art. 4 TENANTS

§4.01 Rent Roll and Tenant Information. Seller represents and warrants that there are no tenants or other persons in lawful possession of any portion of the Property.

§4.02 No new Tenants; Property Management or Leasing Contracts; Advanced Rents.

¶4.02.A No New Tenants. Seller agrees not to rent, lease, or otherwise allow any new Tenants to obtain lawful possession of any portion of the Property before or after Closing. Damages for breach of this provision may include the cost of termination of any such arrangement and relocation of such Tenants.

¶4.02.B No New Property Management Contracts. Until this Agreement is closed, rescinded, or terminated, Seller shall not enter into any new property management agreements or leasing agreements, but may renew such agreements that were in force on the "County Approval Date" specified above provided that such renewed agreement may be terminated without penalty by Buyer.

Art. 5 BUYERS WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS.

§5.01 Specific. Buyer represents and warrants as follows, and agrees that these representations and warranties survive the termination of this agreement.

Buyer is a proper legal party to receive the property pursuant to NRS 244.2815 and intends to use the property for economic development purposes.

There is no litigation, pending litigation, contract or court order that would prevent Buyer from executing this agreement and purchasing the property.

Buyer has or will have the financial resources necessary to purchase the Property upon the Closing Date.

Buyer has consulted with an attorney and reviewed the terms of this Agreement and all other

documents related to this real property transaction and is legally satisfied with the terms of this transaction.

Each person who signs this Agreement as a representative of Buyer by signing below, individually warrants and represents to Seller that he or she is has taken all steps obtain the actual authority to execute this agreement and all documents necessary to carry out its purposes and therefore is duly authorized to execute this agreement, and that his or her signature constitutes a binding agreement on the Buyer.

Art. 6 RESCISSION, TERMINATION, DEFAULT & REMEDIES.

§6.01 Notice and Opportunity to cure.

¶6.01.A Notice. If a party believes that a breach, default or failure of a condition precedent under this Agreement has occurred (hereafter referred to as an “offense”), before rescinding or terminating this Agreement, the party shall give written notice to the other party of the offense and what would be required to cure the offense.

¶6.01.B Cure period. The curing party shall have ten working days to cure the offense. If the curing party has commenced and is diligently pursuing a cure for the offense, the parties may agree to an extension of the cure period.

¶6.01.C Review period. The notifying party shall have ten working days to review the cure and provide notice of acceptance or non-acceptance of the cure.

¶6.01.D Extension of Deadline. If the cure period or review period as provided above extends beyond the Due Diligence, Preclosing or Closing Deadline, such deadline shall be automatically extended to the end of the review period.

§6.02 Rescission, Termination of Agreement.

¶6.02.A Rescission Upon first giving notice and opportunity to cure as provided in §6.01, a party may rescind this Agreement if there is a material failure of a condition precedent to its obligation or as otherwise stated herein. A party shall provide a written notice of rescission to the other party as provided in §7.04 and to the Escrow Agent. In the event of a rescission or automatic rescission (as provided herein), unless otherwise specified herein or agreed in writing, (i) all future or executory obligations are discharged; (ii) each party shall bear its own expenses; (iii) if there are any escrow fees due at the time of the rescission, the rescinding party shall pay

them, or if the rescission is automatic, escrow fees and costs shall be paid as allocated in §1.03 above; (iv) unless otherwise provided herein, all funds deposited in escrow shall be returned to the party that paid the funds; and (v) neither party shall be further liable or obligated to the other as if this Agreement never existed.

¶6.02.B Termination. Upon first giving notice and an opportunity to cure as provided in §6.01, a party may terminate this Agreement if there is a default by the other party by providing written notice in the manner prescribed in §7.04. Except as may otherwise be provided herein, in the event of an automatic termination, as provided herein, or a termination of this Agreement by a party as a result of a default by the other party (i) each party shall bear its own expenses (subject to possible recovery or reimbursement as damages); (ii) if there are any escrow fees due at the time of the rescission, such fees shall be paid in accordance with the agreement in §1.03, (but subject to possible recovery or reimbursement as damages); (iii) unless otherwise provided herein, all funds deposited in escrow shall be returned to the party that paid the funds, provided, however, that if there is a dispute regarding who is entitled to the funds, the parties may agree (without prejudice to any remedies or allegations) to have the Escrow Agent to hold the funds in dispute until joint instructions are executed and delivered to Escrow Agent, or Escrow Agent may interplead the funds in dispute (less reasonable attorneys fees and costs of the interpleader); (iv) the parties shall have no further obligations or liabilities to each other except those provisions herein which are expressly agreed upon to survive the termination hereof; and (v) parties may pursue remedies due to default or pre-termination obligations.

§6.03 Default or Breach by Seller.

¶6.03.A If, without excuse or discharge, Seller fails or refuses to deliver documents into escrow as provided herein or to close escrow or otherwise sell the property to Buyer, then upon giving notice and opportunity to cure as provided in §6.01, then, in addition to other remedies afforded herein or by law, Buyer may pursue an action for specific performance.

¶6.03.B If Seller breaches or fails to perform any obligation herein or there occurs a breach of any representation or warranty or other terms of this Agreement by Seller, Buyer shall first give notice and opportunity to cure as provided in §6.01 and if the offense is not cured within the time frame therein may pursue the following remedies: (i) terminate this Agreement under §6.02.B, (ii) bring an action for damages, (iii) pursue any other remedy afforded by applicable law without further notice or demand.

§6.04 Default by Buyer.

¶6.04.A Except as provided in §6.03.B, if there occurs a breach of any obligation,

covenant, agreement or undertaking, representation or warranty by Buyer, Seller shall first give notice and an opportunity to cure as provided in §6.01 and thereafter may (i) terminate this agreement; (ii) bring an action for damages; and (iii) pursue any other remedy afforded by applicable law.

¶6.04.B Pursuant to NRS 244.250, claims against Buyer must be presented to the Board of County Commissioners within six months from the time such claims or accounts become due or payable.

§6.05 Waivers. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or pursue any remedies. Waivers are binding on a party only if expressed in writing signed by an authorized officer of the waiving party.

§6.06 Remedies Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of any one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party as provided in this Agreement or applicable law.

Art. 7 GENERAL TERMS.

§7.01 Timeframes and Deadlines: The parties agree to accomplish the actions within the time frames or deadlines stated above. Time is of the essence in the performance of the obligations in this Agreement. Unless otherwise specified: (i) the term “days” means calendar days (ii) if a deadline falls on a weekend or holiday, then performance is due on the next following business day of the recipient of the performance, and (iii) performance is due by five (5) p.m. on the day of deadline. If a specific timing provision (e.g. ten (10) days to review title report) would expire beyond the Due Diligence Deadline, the parties may agree in writing to extend the Due Diligence Deadline to accommodate performance.

§7.02 Assignment, Binding Effect. No rights may be assigned or duties delegated hereunder by any party without the consent of the other party. Subject to the foregoing, this Agreement shall be binding on the heirs, successors, trustees, representatives and permitted assigns of the parties.

§7.03 Standards for Approvals; Further acts and Assurances.

¶7.03.A Unless otherwise specified (such as with the words "sole discretion") wherever this Agreement requires the approval of a party, or any of a party's officers, agents or employees, such approval shall not be unreasonably withheld delayed or conditioned.

¶7.03.B The Board of County Commissioners of Washoe County is a governmental body whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to it provided, however, that decisions are not procured by fraud or bribery, or are arbitrary, capricious or an abuse of discretion.

¶7.03.C Each party agrees to take all reasonable actions and enter into, execute and deliver all documents reasonably required by the other party to document and accomplish the sale as contemplated herein and carry out the terms of this Agreement. This provision survives the termination of this Agreement.

§7.04 Notices Notices hereunder must be in writing which shall be mailed or personally delivered to each party at the address specified above. Notice is deemed received by the other party when (i) actually received if sent by first class mail or personally delivered, or (ii) three (3) business days after delivered to and accepted by the U.S. Postal Service if sent by certified or registered mail. Failure to provide the copies of notices as set forth herein does not affect the validity of notices to parties.

§7.05 Severability; No Merger with Deed In the event that any word, clause, or provision herein is declared by a court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, then such offending provision shall be deemed, from the very beginning, to have been modified to the extent to bring it within the limits of validity or enforceability. If, however, such offending provision cannot be so modified, then it shall be severed from this agreement. In either event (modification or severance), all remaining words, phrases, clauses and provisions herein remain fully enforceable. This Agreement does not merge with any deed or other conveyance of any portion of the Property.

§7.06 Applicable law; Jurisdiction. The interpretation and enforcement of this agreement shall be governed by the laws of Nevada. Actions to enforce this Agreement shall be brought in the Second Judicial District Court in and for Washoe County, Nevada.

§7.07 Counterparts. This Agreement may be executed in counterparts, and becomes binding when the last party has executed its counterpart and delivered an original signature page

to the other.

§7.08 Recording. This Agreement shall not be recorded. If desired by any party, a notice of agreement describing the Property and indicating that it is the subject of a purchase agreement and where a copy may be obtained shall be prepared, executed by Seller, and recorded.

§7.09 Interpretation of this Agreement.

¶7.09.A Titles and headlines of this agreement are intended for editorial convenience and are not to be construed as a part of this agreement. Any incorrect reference to a section or paragraph number shall be deemed to refer to the correct number.

¶7.09.B The word “include” or “including” is not intended as a limitation and shall be construed to include the words “but not limited to.” Unless otherwise specified, the word “herein” means anywhere in this Agreement or the attachments.

¶7.09.C Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural. Any reference to a document or law includes any amendments and modifications.

¶7.09.D The Parties hereto were each advised by counsel in drafting and negotiating this agreement, and each Party contributed to its contents. No presumptions against or in favor of any party are appropriate based on who drafted this Agreement or any provision herein.

§7.10 Entire Agreement; Effective Date; Modification; Authorized Parties.

¶7.10.A Effective Date. This Agreement shall be effective on the date it is duly executed by all of the parties.

¶7.10.B Entire Agreement. The parties agree that this Agreement, together with its attachments, contains the entire agreement of the parties and supercedes any written or oral representations, promises, warranties, or other undertakings regarding the Property or its sale.

¶7.10.C Modification. This agreement may not be modified or amended and no waivers are effective unless expressed in writing and duly signed by the party to be bound by the modification, amendment or waiver.

¶7.10.D Authorized Parties. The "Authorized Party" designated above shall have the authority to execute all deeds, escrow instructions, notices and other instruments necessary to effectuate the purposes of this Agreement, and to accept all performances, enter into all modifications or amendments to this Agreement,

EXECUTED on the dates indicated below.

Seller

WASHOE COUNTY, a political subdivision of the State of Nevada

By _____ Date _____
David M. Solaro, Director
Washoe County Community Services Department

Attest:

By _____ Date _____
Nancy Parent, County Clerk

Buyer

Pyramid Urban Achievers, LLC, a Nevada limited liability company

By _____ Date _____
Paddy Egan, Manager

Exhibits

- A Property Legal Description, currently APN 534-091-07
- B Resolution for Sale Pursuant to NRS 244.2815
- C Form of Escrow Instructions
- D Representations and Warranties

Exhibit "A"
La Posada Park Site
A.P.N. 534-091-07

All that real property, being a portion of Spanish Springs Road as shown on Tract Map 1891, File number 636073, recorded October 16, 1979, also being Abandoned Parcel 1 of "Resolution and Order of Abandonment" Document No. 4038669, recorded September 08, 2011, also Abandoned Parcel 1A of "Order Vacating Street Dedication with Reservation of Easements" Document No. 4066675, recorded December 14, 2011, also that parcel described in Deed Document No. 796574, recorded May 31, 1982 all files recorded in the office of the Washoe County Recorder, City of Reno, State of Nevada, situate within the Southwest One-Quarter of Section Thirty Five, Township Twenty One North, Range Twenty East, MDM, Washoe County, Nevada, being more particularly described as follows;

Commencing at the Southeast Corner of said Section Thirty Five;

Thence westerly, North 88° 25' 52" West a distance of 3,679.40 feet to a point on the centerline of said Spanish Springs Road also being the Southeast corner of Abandoned Parcel 1 of Document No. 4038669 and the Northeast corner of Abandoned Area 1A of Document No. 4066675;

Thence along the boundary of "Order Vacating Street Dedication with Reservation of Easements" Document No. 4066675 the following 2 courses:

- 1) Thence leaving said centerline of Spanish Springs Road, South 00° 44' 25" West a distance of 50.00 feet to the southerly line of said Spanish Springs Road of said Tract Map 1891;
- 2) Thence North 89° 15' 35" West a distance of 571.88 feet along the southerly line of Spanish Spring Road of said Tract Map 1891 the True Point of Beginning;

Thence continuing along the southerly line of Spanish Spring Road North 89° 15' 35" West a distance of 448.62 feet to the easterly right of way line of State Route 445 also known as Pyramid Highway;

Thence along the easterly right of way line of line of State Route 445 North 32° 25' 25" East a distance of 528.81 feet to the common parcel line of that parcel described in Deed Document No. 796574 and Frear Parcel identified on Parcel Map 1747, File number 955447, recorded October 11, 1984;

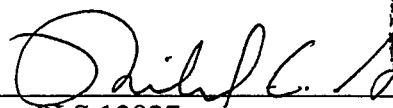
Thence along said common parcel line the following 2 courses:

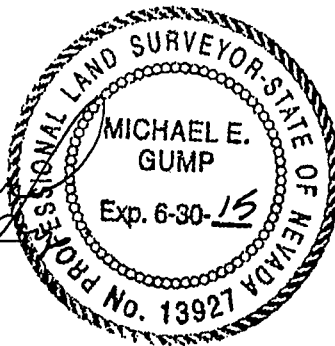
- 1) Thence South 89° 15' 35" East a distance of 171.01 feet;
- 2) Thence South 00° 44' 25" West a distance of 350.00 feet to the southerly terminus of said common parcel lines;

Thence South 00° 44' 25" West a distance of 100.00 feet along easterly line of Parcel 2 of Document No. 4038669 and the along easterly line of Parcel 2A of Document No. 406675 to the Point of Beginning and end of this description.

Containing an area of 3.20 acres more or less.

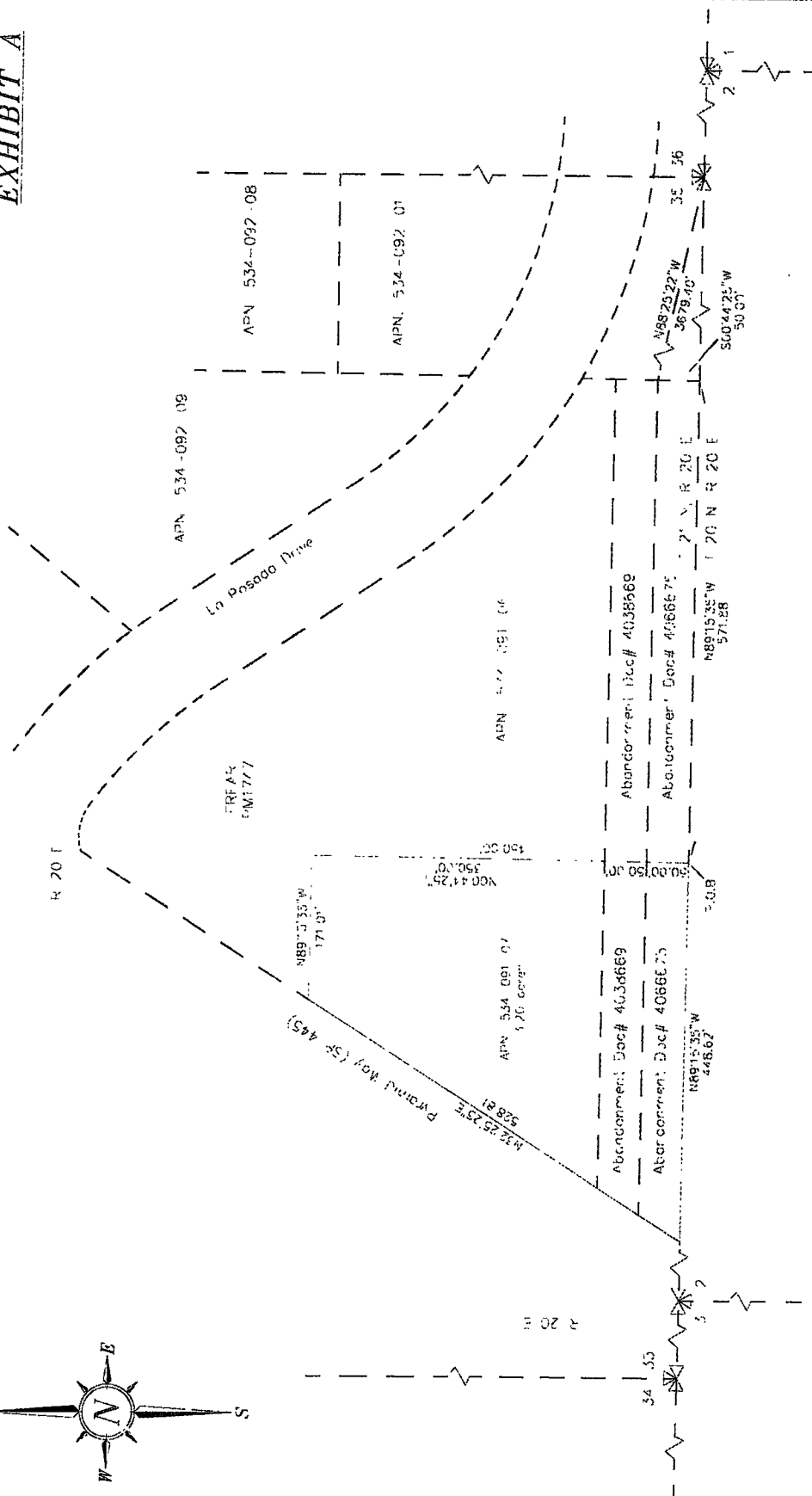
Basis of Bearings is Parcel Map 1747, file number 955447, recorded in the office of the Washoe County Recorder on October 11, 1984.


Michael E. Gump PLS 13927



1.23.14

Washoe County, Public Works Dept.
1001 East Ninth Street
Reno, Nevada 89512



SCALE "A" 200:



La Posada Park Site
APN: 534-091-07
Southwest 1/4 Section 35
T 21 N, R 20 E

WASHOE COUNTY
WASHOE COUNTY ENGINEERING AND CAPITAL PROJECTS DIVISION
1001 East Ninth Street
P.O. Box 11130
Reno, Nevada 89520
(775) 328-2041

EXHIBIT B

RESOLUTION TO OFFER APPROXIMATELY 3.202 ACRES (COMMONLY KNOWN AS A PORTION OF SKY RANCH PARK) TO PYRAMID URBAN ACHIEVERS, LLC FOR ECONOMIC DEVELOPMENT OR REDEVELOPMENT PURPOSES

WHEREAS, Washoe County, a political subdivision of the State of Nevada, owns a parcel of real property situated in the County of Washoe, currently APN 534-091-07 consisting of approximately 3.202-acres, commonly known as a portion of Sky Ranch Park (the "Property") as outlined in Exhibit A attached hereto and incorporated within; and

WHEREAS, the Property was purchased by Washoe County for use as a public park, and has operated as such since said purchase; and

WHEREAS, the Board of County Commissioners determined that maintenance of the Property had become unnecessarily burdensome at a public meeting held on December 11, 2012, and subsequently on November 26, 2013 adopted a Resolution To Offer Reconveyance to Pyramid Urban Achievers, LLC a parcel that adjoins the Property (APN 534-091-07) identified in Exhibit A, as it would be in the best interest of the County and its residents to reconvey that parcel; and

WHEREAS, Pyramid Urban Achievers, LLC has approached the County with the offer to purchase the Property for purposes of redevelopment or economic development according to the terms outlined in Exhibit B attached hereto and incorporated within; and

WHEREAS, the County is authorized under NRS 244.2815 to sell, lease or dispose of real property of the County for redevelopment or economic development without first offering the real property to the public and for less than fair market value of the property; and

WHEREAS, as proposed by pyramid Urban Achievers, LLC, and in accordance with NRS 244.2795, the Property shall be appraised by two professional real estate appraisal; however, the purchase price shall not exceed \$60,000; now, therefore, be it

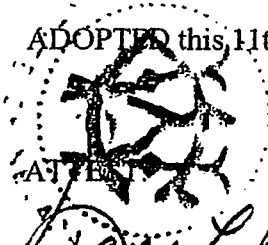
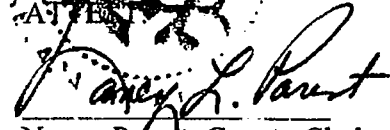
RESOLVED, that the Board of Washoe County Commissioners has determined that maintenance of the Property is unnecessarily burdensome to the County, and disposal of the Property would be in the best interest of the County and its citizens to sell the Property for redevelopment or economic development without offering the Property to the public for the price established by the terms of Exhibit B; and

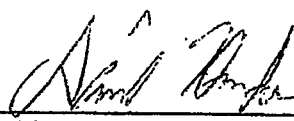
BE IT FURTHER RESOLVED, that under the authority of NRS 244.2815 Washoe County offers to sell the Property to Pyramid Urban Achievers, LLC according to terms outlined in Exhibit B and shall be set forth in writing through a purchase and sale agreement to be brought before the Board of County Commissioners for future consideration; and

BE IT FURTHER RESOLVED, that should the offer for purchase intended for economic development or redevelopment purposes be accepted, the Property shall be sold "AS IS, WHERE IS" to Pyramid Urban Achievers, LLC.

This Resolution shall be effective on passage and approval.

ADOPTED this 11th day of February, 2014.



Nancy Parent, County Clerk



David Humke, Chairman
Washoe County Commission

(Rev. 9-18-14)

Real Property Purchase and Sale Agreement

Exhibit C

ESCROW INSTRUCTIONS

TO: Ticor Title Company
5441 Kietzke Lane, Suite 100
Reno, Nevada 89511
ATTN: Rabecca Rich

RE: Your Escrow No.

Seller: Washoe County,
a political subdivision of the state of Nevada
c/o Community Services Department
Attn: David M. Solaro, Director
PO Box 11130
Reno, Nevada 89520

Buyer Pyramid Urban Achievers, LLC,
A Nevada limited liability company
Attn: Paddy Egan, Manager
753 Riverside Drive
Reno, Nevada 89503

DATE: As of October 14, 2014

1. BACKGROUND

These Escrow Instructions are issued to you pursuant to a Real Property Purchase and Sale Agreement between Buyer and Seller dated as of October 14, 2014, a copy of which will be provided with these instructions..

2. APPOINTMENT OF ESCROW AGENT.

- a. The parties mutually appoint you as escrow agent to close this transaction.
- b. These instructions shall constitute the initial escrow instructions. Supplemental or final escrow instructions by each party may be delivered to you and are binding if executed by the same person who signs these instructions, PROVIDED HOWEVER, that closing documents (including settlement statements and documents

placed into escrow) may be approved for Buyer either by the Leslie Admirand, Deputy District Attorney, or Gregory A. Salter, Deputy District Attorney, and either of them may instruct Escrow Agent to close in accordance with these instructions. If supplemental or final instructions conflict with these instructions, the supplemental or final instructions shall control.

3. DOCUMENTS TO BE PLACED IN ESCROW FOR RECORDING
(Listed in order to record)

√	Document	
1	Grant, Bargain and Sale Deed	Executed by Seller and Buyer
2	Declaration of Value	Executed by Seller and Buyer
3	Legibility Notice	Executed by Seller and Buyer

4. OTHER DOCUMENTS TO BE PLACED IN ESCROW

√	Document	
1	Real Property Purchase and Sale Agreement	Copy for your files
2	Escrow Instructions	
3	Supplemental or Final Escrow Instructions	Executed by Seller and Buyer
4	Notice to Proceed	Executed by Buyer

5. FUNDS TO BE PLACED IN ESCROW

√	Amount	By
1.	\$ 60,000+ Buyer's share of closing costs.	Buyer

6. ALLOCATION OF COSTS AND TAXES

Preliminary Title Report	100% paid by Buyer
Title Insurance (details below).	100% paid by Seller
Real Estate Transfer Tax	100% paid by Buyer
Escrow Agent Fees	100% by Buyer
Costs of Recording	100% paid by Buyer
Property Taxes, sewer fees, assessments.	To be prorated between Buyer and Seller.

Past Due Property Taxes	None. Exempt.
Appraisals, inspections, surveys	All paid outside of escrow.
Other	As customary in Washoe County, Nevada.

7. TITLE INSURANCE Buyer requires:

Title Commitment means updated Title Commitment issued by Tigor Title Company, dated _____, Order

Form	ALTA Plain Language Form
Property Description	As indicated on the Title Commitment
Amount	\$60,000
Issuer	Underwriter for Tigor Title Company
Permitted Exceptions	<p>Exceptions</p> <ol style="list-style-type: none"> 1 (Taxes must be paid current) 2 (Facts, Rights, Interests, or claims not shown by Public Record) 3 (Easements not shown by Public Record) 4 (Encroachment, Encumbrance, Violation, Variation or Adverse Circumstance not shown by Public Record) 5 (Unatented Mining Claims, Reservations, Water Rights) 6 (Lien or Right to Lien not shown by Public Record) 7 (Property Taxes) 8 (Property Taxes) 9 (Sewer must be paid current) 10 (Garbage must be paid current) 11 (Orr Ditch Rights of Way) 12 (U.S. Patent) 13 (Easement) 14 (Easement) 15 (Waiver of Claim for Damage to Land by Deed) 16 (Easement) 17 (Easement) 18 (Easement) 19 (Easement) 20 (CC&Rs)

	21 (Easement) 22 (Easement) 23 (Ordinance) 24 (Easement) 25 (Easement) 26 (Reservations or Easement of Road Abandonment) 27 (Reservations or Easement of Road Abandonment) 28 (Unrecorded Lease) of Title Commitment
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8. ACTIONS BY ESCROW AGENT. You are hereby directed by the parties to take the following actions:

#	When	Action to take
a.	Immediately on opening of escrow	Please update Title Commitment
b	5 days after cash is deposited in escrow	Preclosing and inspection of Settlement Statements
c.	Upon receiving final instructions	Closing: When you are irrevocably ready to issue the title insurance indicated in Paragraph 7 above, you may record the documents indicated in Paragraph 3 above and distribute funds in accordance with the approved Settlement Statements.
d.	Closing Deadline has passed without Closing	Return deed to County

Final Escrow Instructions. As the closing of escrow is dependent on performances and conditions occurring outside of escrow, you are instructed to obtain final escrow instructions as indicated above. Final instructions may be obtained from:

For Buyer Leslie Admirand, Esq.
Deputy District Attorney
One South Sierra Street
P.O. Box 30083
Reno, Nevada, 89520-3083
(775) 337-5714
ladmirand@da.washoecounty.us

For Seller Brian W. Hagen, Esq.
Whittemore Law Firm
555 South Center Street
Reno, Nevada, 89501

9. DISBURSAL OF FUNDS. Upon closing, Escrow Agent shall disburse funds as follows:

Disburse to:	Amount	Method
Escrow Agent	All closing costs and fees	
Seller	All funds remaining in escrow	

10. DUE DILIGENCE AND CLOSING

The Due Diligence period for the Purchase and Sale of the property ends May 1, 2016. In the event that escrow does not close within that time period, you are instructed to return the deed to the County.

11. DEFAULT INSTRUCTIONS.

If either party informs you that the other party has defaulted, you shall (1) inform the other party of the alleged default, (2) retain all documents and wait for instructions signed by all parties and (3) if you do not receive instructions regarding return of funds within thirty (30) days from the date that you were notified of a default, please return funds to the party that placed them in escrow, after deducting reasonable fees for your work as of the date of the notice. In the event of conflicting instructions, you may interplead funds into a court, and may retain costs of the interpleader (including reasonable attorney's fees) from proceeds deposited with the court.

12. GENERAL PROVISIONS.

The standard "General Provisions" attached hereto are a part of these instructions. In the event of a conflict between these instructions and the General Provisions the terms of these instructions shall control.

Seller

WASHOE COUNTY, a political subdivision of the State of Nevada

Date _____
David M. Solaro, Director
Washoe County Community Services Department

Buyer

By _____ Date _____
Paddy Egan, Manager
Pyramid Urban Achievers, LLC.

(Rev. 9-19-14) Note: This is a preliminary draft. Any and all terms are subject to change pending completion of a final agreement.

Real Property Purchase and Sale "Agreement"

Exhibit D

OWNER'S REPRESENTATIONS AND WARRANTIES

Property Information

Description	See Legal Description Exhibit A.
APN	534-091-07
Address	8900 La Posada Road, Sparks, NV 89436
Owner acquired title by	Property: Deed from Spring Creek Development, recorded as Document 796574, May 21, 1982, Washoe County, Nevada Water Rights: Owner will retain all domestic and effluent water right. All water rights are excluded from this transaction.
Land use designation	Parks and Recreation.
Zoning	Parks and Recreation.
Special use permit	None
Access	Access off of La Posada Road.
Utilities	Domestic water service is provided by an off-site well, from Utilities Inc.; Effluent water service is provided by the City of Sparks; Sewer utility services provided by the City of Sparks.
Flood zone	Flood detention/channel facilities are present on the property to mitigate flood events in the Spanish Springs area.

Exceptions to the following:

#	Exceptions
	<ul style="list-style-type: none">1 (Taxes must be paid current)2 (Facts, Rights, Interests, or claims not shown by Public Record)3 (Easements not shown by Public Record)4 (Encroachment, Encumbrance, Violation, Variation or Adverse Circumstance not shown by Public Record)5 (Unpatented Mining Claims, Reservations, Water Rights)6 (Lien or Right to Lien not shown by Public Record)7 (Property Taxes)8 (Property Taxes)9 (Sewer must be paid current)

	10 (Garbage must be paid current) 11 (Orr Ditch Rights of Way) 12 (U.S. Patent) 13 (Easement) 14 (Easement) 15 (Waiver of Claim for Damage to Land by Deed) 16 (Easement) 17 (Easement) 18 (Easement) 19 (Easement) 20 (CC&Rs) 21 (Easement) 22 (Easement) 23 (Ordinance) 24 (Easement) 25 (Easement) 26 (Reservations or Easement of Road Abandonment) 27 (Reservations or Easement of Road Abandonment) 28 (Unrecorded Lease) of Title Commitment
	Effluent water is provided by City of sparks through Sparks Municipal Code 13.85. Effluent infrastructure will remain on the property, but buyer will need to apply directly to the City of Sparks for effluent water service, as this right will not be assigned to buyer as part of this transaction.

Except as otherwise disclosed above or otherwise in writing to Buyer, the undersigned Owner represents, warrants and agrees as follows, and agrees that these undertakings survive any inspection or investigation of the Property and shall not merge with delivery of the deed and shall survive the closing or termination of this agreement.

1. Marketable title.

a. Owner acquired title by the document described above, and there have been no amendments or corrections to that document.

b. There are no contracts of sale, installment sale contracts, or options for the sale of all or any part of the Property to which Owner is a party and which remain in effect, except to Buyer.

c. Except (i) as disclosed on the preliminary title report or title insurance binder provided to Buyer by Escrow Agent, or (ii) otherwise disclosed in writing to and approved by Buyer, or (iii) as is actually known to Buyer, Owner holds and will convey good and marketable title to Buyer without encumbrances, liens, restrictions, covenants, conditions, rights of redemption, or other title exceptions.

d. Washoe County has been in continuous possession and ownership of the Property since it acquired title. There are no tenants or persons in possession of any part of the Property.

e. There are no leases, rental contracts, billboard contracts, contracts of employment, management contracts, maintenance contracts, service contracts, or supply contracts which affect any portion of the Property that will survive the closing.

f. All improvements and materials supplied to the Property have been paid for in full and Owner has no knowledge of any disputes or possible mechanics liens against the Property.

g. Except those of public record, Owner has not been informed of and is not aware of any pending liens, charges or assessments to be asserted against the Property by any governmental authority.

h. Owner is not aware of any boundary line disputes with adjacent property owners, and is not aware whether any improvement on the Property encroaches on any property owned by other parties.

2. Condition of Property. To the best of Owner's knowledge:

a. No part of the Property has been damaged by flood, or fire, or chemical, biological or radiological contamination while Owner was in possession, and Owner is not aware of any such damage under previous ownership.

b. Owner has received no reports or complaints which would indicate the presence of Radon gas on the Property.

c. Owner has no actual knowledge of any natural or artificial dangerous conditions upon the Property that constitute safety hazards to the tenants or persons who go on to the property. Owner does not reside on the Property and has done no investigations.

3. Access & Utilities and water system easements.

a. That to the best of Owner's knowledge, the Property has direct access to La Posada Drive identified above and Owner has no knowledge of any fact or condition existing which would result in the termination or reduction of the current access from the Property. There is currently no legal access to or from the Property off of Pyramid Way.

b. Telephone and power easements exist. Domestic water is provided by a well that is off site of the property.

c. Buyer will be required to apply to each utility provider for service. There are no transferrable agreements with this transaction.

4. Land Use.

a. Except as disclosed in the preliminary title report and title insurance issued in connection with this transaction, Owner has not consented to any limitations that run with the land and knows of no limitations (other than zoning restrictions) which would require Buyer to obtain any permission or approval to use the Property. Limitations includes any covenants, conditions, restrictions, agreements, promises, statements or representations made to neighbors or community interest associations.

b. Should the Buyer chose to rezone the Property through Washoe County, a Master Plan amendment and associated re-zoning shall be required through applicable processes and procedures and at Buyers sole expense and effort.

c. The Regional Transportation Commission, in conjunction with the Federal Highways Administration and Nevada Department of Transportation are proposing possible acquisition of the Property in one alternative of their Draft Environmental Impact Statement (DEIS) for the Pyramid/US 395 Connection project. At the time of this agreement the DEIS was not finalized, an alternative or preferred action had not been selected, and funding was not secured for the proposed project. The anticipated project timeline was unknown.

5. No actions involving Property.

a. There is no pending or (to the best of Owner's knowledge) threatened litigation or regulatory actions (including actions involving environmental, health, or zoning matters) regarding the Property. The Property is not the subject of any foreclosure or deed in lieu of foreclosure.

b. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller or pending against Seller or the Property.

6. Environmental Subject to exception stated above, .

a. Except as otherwise indicated in any Environmental Assessment reports obtained by Buyer or otherwise disclosed to Buyer below, or as actually known to Buyer, Owner has, during the time that Owner has been in possession of the Property complied with all Environmental Laws and has not released any Hazardous Substances on the Property.

b. There are no investigations or regulatory actions pending against Owner for violation of Environmental Laws with respect to any property owned by Owner that could lead to the imposition of liens on the Property.

c. Owner is aware of an active LUST (Leaking Underground Storage Tank) site UST Case #702 at a neighboring property located at 8895 La Posada Drive, Sparks, NV 89436,

currently owned and managed by Berry Hinckley Industries/Terrible's for Terrible's Store #830. Owner has provided Terrible's a Right of Entry Agreement, recorded as document #3678490 and a Revocable Encroachment Permit, recorded as document #3676246 for a groundwater monitoring well (MW-7) located on the Property. Owner will provide buyer with all documents and notices from the Washoe County Health Department regarding this item and UST Case #702. At the time of this agreement, the plume from UST Case #702 had not adversely impacted the Property.

7. Water rights. Domestic and effluent water right will not be sold or assigned to Buyer as part of this transaction.

8. Commercial Cap for Washoe County. The Spanish Springs Area Plan, a component of the Washoe County Master Plan, Policy SS.17.2c (commonly known as the Commercial Cap) states, "*For commercial and industrial land use intensifications, the overall percentage of commercial and industrial regulatory zone acreage will not exceed 9.86 percent of the Suburban Character Management Area.*" In June of 2011, the Board of County Commissioners approved an amendment to the Spanish Springs Area Plan to delete Policy SS.17.2c, following a determination of conformance with the Truckee Meadows Regional Plan. The Truckee Meadows Regional Planning Agency determined in 2011 that the amendment to the Spanish Springs Area Plan could not be found in conformance with the Truckee Meadows Regional Plan Policy 1.3.3 is clarified and successfully amended. Washoe County is working to amend this policy with Truckee Meadows Regional Planning Agency per Board of County Commission direction; however, at the time this agreement was approved, the Commercial Cap policy was still in full force and effect.

Owner

David M. Solaro, Director
Washoe County Community Services Department

Date _____